

ATTACHMENT 3: MAINTENANCE - RESALE

1.0 General Requirements

- 1.1 SWBT will provide repair, maintenance, testing, and surveillance for all Resale services in accordance with the terms and conditions of this Attachment.

2.0 Maintenance Requirements

- 2.1 SWBT will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

3.0 Electronic Bonding

- 3.1 SWBT and AT&T agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228 to support repair and maintenance of Resale services.
- 3.2 AT&T and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service - Version 2, Draft 1, dated September 12, 1996, or as subsequently modified and provided to SWBT by January 15, 1997. Phase 1 is scheduled to be completely operational by August, 1997, with testing beginning April, 1997. If AT&T fails to begin testing by April, 1997, SWBT will require AT&T to negotiate new testing and completely operational dates. Phase 1 of EBI will provide the following functions:
- a) the ability to enter a new trouble ticket electronically;
 - b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;
 - c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
 - d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type.

3.3 SWBT and AT&T agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide AT&T the following capabilities, including, but not limited to:

- a) performing feature and line option verification and requesting corrections;
- b) performing network surveillance (e.g., performance monitoring);
- c) initiating and receiving test results;
- d) receiving immediate notification of missed appointments;
- e) identifying cable failures by cable and pair numbering.

SWBT agrees to notify AT&T of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with AT&T to allow AT&T to use such systems through a controlled interface.

3.4 SWBT and AT&T will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above unless the Parties agree to defer or forego a particular modification.

4.0 Repair Service Response

4.1 SWBT technicians will provide repair service that is at least equal in quality to that provided to SWBT customers; trouble calls from AT&T will receive response time and priorities that are at least equal to that of SWBT customers. AT&T and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified.

5.0 Intercompany Communications

5.1 The SWBT Network Management Service Center ("NMSC") will utilize the AT&T Network Management Center ("NMC") as the Single Point of Contact to notify AT&T of the existence, location, and source of all emergency network outages affecting an AT&T customer. The AT&T Customer Network Service Center ("CNSC") or the AT&T NMC may call the SWBT NMSC in order to discuss scheduled activities that may impact AT&T Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

6.0 Emergency Restoration Plan

- 6.1 SWBT will provide AT&T with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:
- a) disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and Local Service Provider Center (LSPC) Disaster Recovery Plan Summary dated April 22, 1996, and as subsequently modified;
 - b) establishment of a SWBT Single Point Of Contact (SPOC) responsible for initiating and coordinating the restoration of all Resale services. The SWBT NMSC will notify AT&T's Denver NMC of activities involving the central office and interoffice network and the SWBT LSPC will notify the AT&T CNSC of any local loop facility when the LSPC becomes aware of the local loop facility failure;
 - c) establishment of the SWBT LSPC as the single point of contact to provide AT&T with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process;
 - d) methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
 - e) methods and procedures for reprovisioning of all Resale services after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for AT&T carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
 - f) site specific disaster recovery plans for LSPC and LSPSC provisioning work centers in accordance with LSPC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSPSC Plan dated June 4, 1996, and as subsequently modified;
 - g) site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified;
 - h) generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration

Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

7.0 Misdirected Repair Calls

- 7.1 All misdirected repair calls to SWBT from AT&T customers will be given a recording (or live statement) directing them to call the number designated by AT&T. Scripts used by SWBT will refer AT&T customers (in both English and Spanish when available) to the AT&T 800 number in the AT&T CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. AT&T on a reciprocal basis will refer all misdirected repair calls that AT&T receives for SWBT customers to a SWBT designated number.

8.0 Repair Procedures

- 8.1 SWBT agrees to the following:

- 8.1.1 Prior to Electronic Bonding Interface (EBI), AT&T will refer repair calls to the SWBT LSPC by telephone or via the SWBT Toolbar Trouble Administration Interface (Toolbar). After implementation of EBI, AT&T may from time to time call the SWBT LSPC. In either event, the following will apply: The SWBT LSPC will answer its telephone and begin taking information from AT&T at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau ("CSB"). The Speed of Answer performance will be provided monthly once the LSPC has the equipment to measure calls and the data provided will be for all calls for all LSPs answered by the LSPC.

- 8.1.2 The SWBT LSPC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week.

The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & AT&T Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994 and as subsequently modified.

- 8.1.3 AT&T will utilize the Toolbar or the EBI to obtain the status of open and closed trouble reports.

8.1.4

8.1.5 Notice of emergency network outages, as defined in this Attachment, will be provided to the AT&T NMC within one (1) hour.

8.1.6 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Resale service:

- a) speed of answer in the LSPC - Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly);
- b) percent missed commitments for nondesigned services;
- c) average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;
- d) percent right the first time (repeat reports): nondesigned — 10 days; designed — 30 days;
- e) percent report rate nondesigned - Note: Comparison will be applicable only after AT&T's customer base equals or exceeds 300,000 lines;
- f) percent no access - nondesigned.

The above performance measurements will be measured and reported to AT&T on a monthly basis by SWBT for both AT&T customers and SWBT customers. If the quality of service provided to AT&T customers based on these measurements is less than that provided to SWBT customers for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers, AT&T may request a service improvement meeting with SWBT.

8.1.7 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

9.0 Escalation Procedures

9.1 SWBT will provide AT&T with written escalation procedures for maintenance resolution to be followed if, in AT&T's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. AT&T acknowledges that the procedures set forth in

SWBT's LSPC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LSPC escalation contact list meet the requirements of this Section.

10.0 Premises Visit Procedures

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to AT&T, and not to AT&T's end-user customers.
- 10.1.1 Dispatching of SWBT technicians to AT&T Customer premises shall be accomplished by SWBT pursuant to a request received from AT&T.
- 10.1.2 When a SWBT employee visits the premises of an AT&T local customer in respect to installation, maintenance and repair services, the SWBT employee must inform the customer that he or she is there acting on behalf of AT&T. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of AT&T. "AT&T branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with AT&T's customers, will be furnished to SWBT by and at the sole expense of AT&T. SWBT will not rebrand its vehicles and personnel. AT&T will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "AT&T branded" materials via a toll free telephone number provided by AT&T, for delivery to an address specified by SWBT or the technician
- 10.1.3 If a trouble cannot be cleared without access to AT&T's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises an AT&T-branded "no access" card requesting the customer to call AT&T for rescheduling of repair.

11.0 New Circuit Testing

- 11.1 SWBT will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by AT&T in order to identify any new circuit failure performance problems. AT&T will utilize routine maintenance procedures for reporting troubles.
- 11.2 Toolbar will be utilized by AT&T on an interim basis until the full implementation of EBI in order to initiate and receive test results on POTS resale services.

12.0 Pricing

- 12.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

ATTACHMENT 4: CONNECTIVITY BILLING -RESALE

1.0 General

This Attachment 4: Connectivity Billing-Resale describes the requirements for SWBT to bill all charges AT&T incurs for purchasing Resale services.

2.0 Billable Information And Charges

- 2.1 In accordance with this Agreement, SWBT will bill those charges AT&T incurs as a result of AT&T purchasing Resale services from SWBT (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. AT&T will translate the EDI formatted bills to meet CABS/BOS specifications. SWBT will assist AT&T with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable AT&T to identify the Resale services ordered by AT&T to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to AT&T.
- 2.2 SWBT will provide AT&T a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to AT&T for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SWBT to AT&T will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to AT&T. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.
- 2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.

3.0 Issuance of Connectivity Bills - General

- 3.1 SWBT will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by AT&T no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If AT&T fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.
- 3.2 If AT&T requests an additional copy(ies) of a bill, AT&T will pay SWBT a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. AT&T will provide SWBT reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to AT&T at SWBT's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

4.0 Electronic Transmissions

- 4.1 SWBT will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SWBT's Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SWBT has an established Connect: Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing

link. Otherwise, a new link for data transmission must be established. SWBT and AT&T will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5.0 Tape or Paper Transmissions

In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by AT&T and SWBT). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30202 Attn: AC&R Access Bill Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: AC&R Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30202 Attn: AC&R Access Bill Coordinator
Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: AC&R Access Bill Coordinator

The Parties will develop the format for paper or tape transmission as part of the implementation process.

6.0 Testing Requirements

- 6.1 At least ninety (90) days prior to SWBT sending AT&T a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SWBT will send to AT&T Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SWBT meets mutually agreed testing specifications, SWBT may begin sending AT&T mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 Additional Requirements

SWBT agrees that if it transmits data to AT&T in a mechanized format, SWBT will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for AT&T to process Connectivity Billing information and data:

- a) the BAN shall not contain embedded spaces or low values;
- b) the Bill Date shall not contain spaces or non-numeric values;
- c) each Connectivity Bill must contain at least one detail record;

- d) any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 Bill Accuracy Certification

The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SWBT will be responsible for transmitting to AT&T an accurate and current bill. For the purposes of this Agreement, AT&T and SWBT will develop the processes and methodologies required for Resale services bill certification.

9.0 Payment Of Charges

- 9.1 Subject to the terms of this Agreement, AT&T and SWBT will remit the billed amount within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.
- 9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, SWBT and AT&T will provide each other the name and address of their respective banks, their respective accounts and routing numbers and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. The Parties will electronically transfer funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. In the event AT&T receives multiple Connectivity Bills from SWBT which are payable on the same date, AT&T may remit one payment for the sum of all Connectivity Bills payable to SWBT's bank account specified in this subsection. Each party will provide the other party with a contact person for the handling of Connectivity Billing payment questions or problems.

10.0 Examination Of Records

Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, AT&T or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the Connectivity Charges to AT&T under this Attachment 4: Connectivity Billing - Resale.

11.0 Pricing

- 11.1** Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA-RESALE

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions for SWBT's provision of Usage Data (as defined in this Attachment) to AT&T. Usage Data will be provided by SWBT to AT&T when AT&T purchases Resale services from SWBT.

2.0 General Requirements for Usage Data

- 2.1 SWBT's provision of Usage Data to AT&T will be in accordance with performance metrics to be developed by AT&T and SWBT during and as part of the implementation and testing process. SWBT's performance based on such performance metrics will be measured and reported at the time AT&T begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such performance metrics until six months after AT&T begins providing local services to customers.
- 2.2 SWBT will retain Usage Data in accordance with AT&T Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

- 3.1 SWBT will provide usage data for AT&T Customers using SWBT-provided Resale services. Usage Data includes, but is not limited to, the following categories of information:
- a) completed calls;
 - b) use of CLASS/LASS/Custom Features;
 - c) calls to Directory Assistance where SWBT provides such service to an AT&T customer;
 - d) calls completed via SWBT - provided Operator Services where SWBT provides such service to AT&T's Local Service customer;
 - e) station level detail for SWBT - provided CENTREX and PLEXAR families of services;
 - f) complete call detail and complete timing information for Resale services.

SWBT will provide Usage Data for completed calls only for service offerings that SWBT records for itself (e.g., Local Measured Services).

- 3.2 SWBT will provide Usage Data to AT&T only for AT&T Customers. SWBT will not submit other carriers' local usage data as part of the AT&T Usage Data.

4.0 Usage Data Format

- 4.1 SWBT will provide Usage Data in the EMR format and by category, group and record type, as specified in the AT&T Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), or as otherwise agreed to by the Parties.
- 4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

5.0 Usage Data Reporting Requirements

- 5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.
- 5.2 SWBT will provide Usage Data for Resale services to AT&T locations as agreed to by the Parties.
- 5.3 SWBT will transmit formatted Usage Data to AT&T via CONNECT: Direct or as otherwise agreed to by the Parties.
- 5.4 AT&T and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. AT&T will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of usage data to AT&T.
- 5.5 SWBT will provide Usage Data to AT&T daily (Monday through Friday) on a daily time schedule to be determined by the Parties.
- 5.6 SWBT will establish a single point of contact to respond to AT&T call usage, data error, and record transmission inquiries.
- 5.7 The Usage Data EMR format, content, and transmission process will be tested by April 1997 or as otherwise mutually agreed to by both Parties.

6.0 Pricing

- 6.1 SWBT will bill and AT&T will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 Alternatively Billed Calls

- 7.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line of AT&T are called "Incollects." Calls that are placed using AT&T Resale service and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 7.2 Outcollects: SWBT will provide to AT&T the unrated message detail that originates from an AT&T subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SWBT will transmit such data to AT&T on a daily basis. AT&T as the LSP will be deemed the earning company and will be responsible for rating the message at AT&T tariffed rates and AT&T will be responsible for providing the billing message detail to the billing company for end-user billing. AT&T will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of outcollect messages to AT&T. AT&T will be compensated by the billing company for the revenue it is due. In addition, AT&T will compensate SWBT for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.
- 7.3 Incollects: SWBT will provide the rated messages it receives from the CMDS1 network to AT&T for billing to AT&T's end-users associated with messages that originate from a number other than the billing number and that are billable to AT&T customers ("Incollects"). SWBT will transmit such data to AT&T on a daily basis. SWBT will credit AT&T the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4:Connectivity Billing-Resale of this Agreement and the credit will be \$.05 per billed message. AT&T will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of incollect messages to AT&T.

8.0 Local Account Maintenance

- 8.1 When AT&T purchases Resale services from SWBT, SWBT will provide AT&T with local account maintenance as described in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local account maintenance data will be in accordance with Performance Metrics to be developed by AT&T and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time AT&T begins providing local service to customers, but SWBT's provision of local account maintenance data will not be required to meet such Performance Metrics until six months after AT&T begins providing Resale services to customers.

- 8.2 When any AT&T local service customer changes their local service provider to another LSP or SWBT, AT&T will be notified as described in the LSP notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. AT&T will pay to SWBT a per transaction charge of.

9.0 Pricing

- 9.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.



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ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS**1.0 Introduction**

This Attachment 6: Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to AT&T. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing -UNE - Schedule of Prices, attached hereto, and elsewhere in this Agreement.

2.0 General Terms and Conditions

2.1 SWBT will permit AT&T to designate any point at which it wishes to connect AT&T's facilities or facilities provided by a third party on behalf of AT&T with SWBT's network for access to unbundled Network Elements for the provision by AT&T of a Telecommunications Service. If the point designated by AT&T is technically feasible, SWBT will make the requested connection.

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2.3 AT&T may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.

2.4 SWBT will provide AT&T access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction. AT&T is not required to own or control any of its own local exchange facilities before it can purchase or use unbundled Network Elements to provide a Telecommunications Service under this Agreement. SWBT will allow AT&T to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 7, in order to permit AT&T to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by AT&T for SWBT to

provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in section 2.21.

- 2.5 For each Network Element, to the extent appropriate, SWBT will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SWBT provides contiguous Network Elements to AT&T, SWBT may provide the existing interconnections.
- 2.6 Various subsections below list the Network Elements that AT&T and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of AT&T and to the extent technically feasible provide AT&T additional Network Elements or modifications to previously identified Network Elements for the provision by AT&T of a Telecommunications Service. Such requests will be processed in accordance with the Special Request process.
- 2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by AT&T through the use of those elements.
- 2.8 Except upon request, SWBT will not separate requested network elements that SWBT currently combines.
- 2.9 Where unbundled elements provided to AT&T are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error.
- 2.10 The Parties acknowledge that the State Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR Section 51.319 only if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to AT&T on an unbundled basis, and AT&T could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the

financial or administrative cost of, the Telecommunications Service AT&T seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.

- 2.11 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.12 SWBT will provide AT&T reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and AT&T.
- 2.13 The use of the term "purchase" herein notwithstanding, network elements provided to AT&T under the provisions of this Attachment will remain the property of SWBT.
- 2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.15 AT&T's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if AT&T violates this provision, provided that such termination of service will be limited to AT&T's use of the element(s) causing the violation.
- 2.16 SWBT and AT&T will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for AT&T customers at least equal to what SWBT

provides for its customers and will allow AT&T to establish restoration priority among AT&T customers consistent with applicable law.

2.17 Performance of Network Elements

2.17.1 Each Network Element provided by SWBT to AT&T will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act and subject to Sections 2.17.2 - 2.17.6. Such publications will be shared with AT&T and SWBT will provide AT&T with the opportunity to comment. AT&T may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to AT&T. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.

2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. AT&T will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.17.4 Where SWBT is required to provide six or twelve month notice to AT&T pursuant to Section 2.17.3, AT&T may submit a request within thirty (30) days of AT&T's receipt of a notice of planned network modification, to